

deed and an assignment of Henry Robinson, one of the devisees under the will, the proportion of the proceeds of the sale to which he, Robinson, was entitled. The deed bears date the 25th of June, 1850, and purports, for the consideration of \$750, to convey to Wilson all the interest of the grantor in the real estate of Harper, derived under his will. The assignment, which was executed on the 15th of July, 1851, being subsequent to the sale under the decree, purports for value received to transfer to Wilson the right of Robinson to the proceeds of the sale. And the petitioner, Wilson, prays that the proportion of the proceeds of the sale to which he is entitled by virtue of the transfer from Robinson to him, may be credited to him and deducted from his purchase. Robinson was made a party to this petition, and by his answer admitted its allegations, and consented to its prayer.

But afterwards and before an order had passed, Farquharson interposed his petition, in which he alleges that if such sale has been made as is set up in the petition of Wilson, the consideration is grossly inadequate, and the deed was extorted from Robinson by fraudulent practices and representations on the part of Wilson, and that the answer of Robinson to the petition was procured by like fraudulent practices, and he prays that Wilson may be required to answer his petition and the deed set aside, and the proceeds of sale paid to the petitioner, as trustee, to be invested and applied to the use of the parties. The answer of Wilson to this petition denies every allegation affecting the *bona fides* of the transaction, and insists that the sale from Robinson to him was fair, and for the full consideration of \$750, for which he gave his single bill with interest from the date of the deed.

Upon comparing the amount of the purchase money agreed to be given by the petitioner, Wilson, with the proceeds of the sale made by the trustee, after making every reasonable allowance for those circumstances which it is said caused the property to sell for more than its intrinsic value, there certainly does appear a startling disparity, and it would seem impossible to say that the price agreed to be given is not grossly inadequate